



Environmental Management (EM) Nationwide Multiple Award ID/IQ (Set-Aside) Post Award Orientation



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Agenda

- Introductions
- Post Award Orientation Purpose
- IDIQ Program Description and Objectives
- Contract Information
- Contract Awardees
- General Roles and Responsibilities
- Overview of Contracts
- Potential Future IDIQ Opportunities
- IDIQ Usage
- IDIQ Community of Practice Web Site
- Questions



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Post Award Orientation Purpose

- IAW FAR 42.5 *Post Award Orientation*
- Achieve clear understanding of contract requirements
- Identify any potential problems
- Orientation is NOT to change contract requirements
 - Any inconsistencies; contract T&Cs govern
- All contract terms and conditions are unchanged and in full force and effect.



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IDIQ Program Description

- DOE Strategic Plan includes the goal of cleanup of DOE's nuclear weapons manufacturing, research and production, and testing sites.
- EM's mission is the Environmental Remediation of DOE sites throughout the nation.
- EM Multiple Award IDIQ provides contract vehicles DOE sites can utilize to place timely Task Orders required nationwide for:
 - Environmental Restoration (ER) Services;
 - Facility Deactivation, Decommissioning, Decontamination, and Demolition and Removal Services (DD&R);
 - Waste Management (WM) Services; and
 - Regulatory Services
- IDIQ contracts are central in EM's commitment to accomplish its mission



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IDIQ Program Objectives

- Provide DOE Sites pre-qualified pool of contractors to achieve and/or support:
 - Streamlined procurement process; reduced cycle time for award
 - Decentralized ordering
- Increase small business presence in the nuclear waste clean-up industry



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General Contract Information

- Major Scope Areas: ER, DD&R, WM, & Regulatory Services
- Maximum Value of Services to be ordered \$926M
 - Minimum Quantity \$50K
- Five-year Ordering Period
 - Effective date Oct 17, 2010 – Oct 16, 2015
 - Performance Period for individual Task Orders up to five years
- Task Orders can be FFP, CPAF, CPIF or CPFF
- Twelve Small Business Awardees



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Awardees

- | | |
|---|---|
| 1. Clauss Construction | 7. North Wind, Inc. |
| 2. Dynamic Management Solutions, LLC | 8. Philotechnics Dade Moeller, LLC. |
| 3. Gonzales-Stoller Remediation Services, LLC | 9. Portage, Inc. |
| 4. Innovative Technical Solutions, Inc. | 10. Pro2Serve Professional Project Services, Inc. |
| 5. LATA-Sharp Remediation Services, LLC. | 11. Safety and Ecology Corporation |
| 6. Navarro Research and Engineering, Inc. | 12. TerranearPMC-Energy Solutions Services, LLC. |



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Roles and Responsibilities

Contracting Officer (CO)

- Mr. Robert Ribail
EM Consolidated Business Center (EMCBC)
- Provides Program Oversight
 - Responsible for Contract as a whole
 - Administers the Basic Contracts
 - Authorizes changes to Basic contract terms, conditions or specifications
 - Performs Scope Determination for Task Order Requirements
 - Monitors IDIQ Ceiling Status
 - Monitors IDIQ Community of Practice Website
 - Tracks Task Order Performance Evaluations



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Roles and Responsibilities Designated Contracting Officer (DCO)

- Authority to enter into and/or administer a Task Order issued under the contracts
- DCO will be identified in each individual Request for Task Proposal (RTP) and/or Task Order



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Roles and Responsibilities Designated Contracting Officer's Representative (DCOR)

- DCOR will be designated in each individual Task Order.
 - Extent of the DCOR's authority is defined in Contract Clause "Technical Direction"
 - Specific duties and responsibilities of the DCOR are those delegated in the DCOR's Delegation Letter under each individual Task Order.



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Roles and Responsibilities IDIQ Awardees

- Comply with all Basic Contract Requirements and all Task Order Requirements
- Furnish all personnel, facilities, equipment, material, services and supplies (unless provide by DOE as GFS/I) IAW Task Order requirements
- All things necessary to accomplish all work in a safe, compliant, effective and efficient manner which is protective of the workers, public and the environment.
- Follow Authorized Direction of the CO and DCO
- DOE wants maximum competition; however, awardees are not required to submit proposals in response to every RTP
- Register for updates to the IDIQ Community of Practice Website



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Contract Overview by Section

Sections A-J



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Section A: Standard Form (SF) 26

- Block 7 Contractor Name and Address
 - Several requests for changes to POC
 - Please advise if update is required
- Contract Awards did not require a bilateral signature
 - Signature on the RFP Cover Page, SF-33, acknowledgement of all RFP amendments and unconditional acceptance of T&Cs constituted agreement.



Section B - Supplies or Services and Prices/Costs

B.2, *Fee Ceilings*

- Established CPFF and CPAF Fee Ceilings for any CPFF and CPAF Task Orders.
- Does not apply to CPIF or FFP Task Orders
- Fee amount will be established in each individual Task Order
 - Awardee may propose whatever fee amount it determines appropriate provided the fee amount as a percentage does not exceed the fee ceiling for CPFF or CPAF Task Orders
- CPFF and CPAF Fee ceilings apply at the Task Order level and includes fee to major or critical subcontractors



Section C – Performance Work Statement

- Performance Work Statement includes:
 - Environmental Remediation Services;
 - Deactivation, Decommissioning, Demolition, & Removal Services;
 - Waste Management Services;
 - Regulatory Services; and
 - All associated activities.



Section C – Performance Work Statement

- Environmental Remediation Services - includes, but is not limited to:
 - Initial site inspection and assessments;
 - Remediation of soils and groundwater;
 - Construction, operation, and/or maintenance of treatment units and/or waste disposal units;
 - Groundwater modeling, data reduction, interpretation, and presentation; statistical analysis; and geographic information systems.



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Section C – Performance Work Statement

- Deactivation, Decommissioning, Demolition & Removal Services - includes, but is not limited to;
 - Radiological, chemical, and/or other hazardous materials (may contain small quantities of fissile and fissionable materials up to Cat 3);
 - Asbestos, lead, PCBs, beryllium, elemental mercury (small quantities), and non-hazardous materials.



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Section C – Performance Work Statement

- Waste Management Services - includes, but is not limited to:
 - Characterization, certification, permitting, storage, treatment, and logistical support to store, transport and ship, radiological, chemical and other hazardous waste, mixed waste;
 - Identify and implement a treatment process to effectively stabilize the waste for safe storage and eventual disposal



Section C – Performance Work Statement

- Regulatory Services - includes, but is not limited to:
 - Prepare regulatory documents and assist DOE in obtaining public and stakeholder review, comment and acceptance.



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Section D – Packaging and Marking

- Packages, reports and deliverables required by this contract shall be accompanied by a letter, cover page or other document which:
 - Identifies the contract by number
 - Identifies the deliverable item number
 - Identifies partial or full delivery of deliverable
- For Task Orders, provide the DCO with a copy of any package, report or other deliverable being delivered to a party other than the DCO



Section E – Inspection and Acceptance

- **FAR 52.246-11 Higher-Level Contract Quality Requirement**
 - Quality Assurance Program (based on American Society of Mechanical Engineers (ASME) publication NQA-1 2004, *Quality Assurance Requirements for Nuclear Facility Applications*, including 2007 addenda for Deactivation and Decommissioning (D&D)
 - EM-QA-001 EM Quality Assurance Program
- **Inspection and Acceptance**
 - Inspection and acceptance of all items under contract shall be accomplished by the DCO, the DCOR, or any other duly authorized Government representative identified by the DCO.
 - The contractor will be notified in writing or by a copy of the delegation of authority if a different representative is designated.
- **Inspection of Services or Inspection of Supplies**
 - Shall be accomplished IAW appropriate FAR provision listed in Section E



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Section F – Deliveries or Performance

- **Place of Performance - Services**
 - The services shall be performed at various locations throughout the United States in support of DOE, including National Nuclear Security Administration (NNSA). The Place of Performance shall be specified in each individual Task Order.
- **Delivery Schedule**
 - The delivery schedule shall be specified in each individual Task Order.
- **Contract Term**
 - The contract term shall be five years from the effective date of this contract. (10/17/2010 – 10/16/2015)
- **Stop Work Order**
 - CO may, at any time, by written order, require the Contractor to stop work, all or in part, IAW the appropriate FAR provision listed in Section F



Section G – Contract Administration Data

- **Billing Instructions**

- Use Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal) when requesting payment for supplies or services rendered.
- Must submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS).
- If an awardee does not receive a task order during the ordering period of the contract, or the total value of the task order(s) received is/are less than the minimum guarantee, then an invoice must be submitted under the contract for reimbursement of the minimum quantity.

- **Non-supervision of Contractor Employees on Government Facilities**

- Government shall not exercise any supervision or control over contractor employees performing services under this contract. contractor's employees shall be held accountable solely to the contractor's management, who in turn is responsible for contract performance to the Government.



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Section H – Special Contract Requirements

- H.2 FAR 52.234-4 Earned Value Management System. (Applies to Individual TO, if applicable)
- H.3 DOE-H-1001 Ombudsman ALT I
- H.6 Worker's Compensation Insurance
- H.14 Ordering Procedures
- H.15 Major or Critical Subcontracts – Designation and Consent



Section H – Special Contract Requirements

- H.19 EMCBC-H-1010 Responsible Corporate Official (Applies to Individual TO, if applicable)
- H.21 Security
- H.24 Disputes
- H.28 Department of Labor Wage Determinations
- H.30 Contractor Interface with Other Contractors and/or Government Employees
- H.31 Contractor Press Releases
- H.35 Contractor Human Resource Management (Applies to Individual TO, if applicable)



Section H – Special Contract Requirements

H.3 DOE-H-1001 Ombudsman ALT I

- An ombudsman has been appointed to hear and facilitate the resolution of concerns from contractors
- Existence of the ombudsman is not to diminish the authority of the CO and/or DCO.
 - Before consulting with the ombudsman, contractors must first address their concerns, issues, disagreements, and/or recommendations to the CO/DCO for resolution.
- If resolution cannot be made by the CO and DCO level, interested parties may contact the EM Contracting Activity ombudsman or else DOE ombudsman



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Section H – Special Contract Requirements

H.14 Ordering Procedures

- Costs for preparing task proposals will not be reimbursed as a direct cost under contracts or any Task Order.
- DCO shall provide each awardee a fair opportunity to be considered for a Task Order exceeding \$3,000 unless one of the statutory exceptions applies (i.e. urgent requirement where providing a fair opportunity would result in unacceptable delays)



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Section H – Special Contract Requirements

H.14 Ordering Procedures

- The DCO will furnish the contractor with a RTP which will include, at a minimum the items identified in the clause (i.e. description work and deliverables, Task Order type, anticipated performance period, etc.)
- For Task Orders exceeding \$5M, DOE will additionally disclose significant factors or subfactors (if any) including cost or price that the agency will consider in evaluating proposals and their relative importance



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Section H – Special Contract Requirements

H.14 Ordering Procedures

- Pre-proposal conference and site visits are at the discretion of the DCO
- RTP may request limited technical and/or limited cost information.
- Revisions to proposals, (d)(3), of the clause includes several limiting factors for the evaluation of proposals
 - For example, DCO has the right to not request
 - Revised proposals from all contractors that have submitted proposals in response to an RTP
 - Revisions from contractors who have submitted proposals that would require substantial or major revisions and/or if the initial proposal is determined to be technically unacceptable.



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Section H – Special Contract Requirements

H.14 Ordering Procedures

- Basis for Award of Task Orders may be Lowest Price Technically Acceptable (LPTA) or Other than LPTA
- Orders issued under the basis of Other than LPTA may be based upon the following, which include, but are not limited to:
 - Best Value with Technical Merit Substantially More important than Cost/Price
 - Best Value with Cost/Price and Technical Merit Approximately Equal
 - Best Value with Technical Merit Less Important than Cost/Price
- Past performance on Task Orders issued under the contract or other contracts, including quality, timeliness and cost control, may be considered
- DOE may also consider the impact of other Task Orders placed with the contractor in making a Task Order award decision.



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Section H – Special Contract Requirements

H.14 Ordering Procedures

- No protest is authorized in connection with the issuance or proposed issuance of a Task Order except for:
 - A protest on the grounds that the Task Order increases the scope, period, or maximum value of the contract; or
 - A protest of a Task Order valued in excess of \$10 million. Protests of Task Orders in excess of \$10 million may only be filed with the Government Accountability Office through May 27, 2011, or as extended by statute, in accordance with the procedures at FAR 33.104.



Section H – Special Contract Requirements

H.15 Major or Critical Subcontracts – Designation and Consent

- If contractor proposes use of any new major or critical subcontractors other than those identified in the contract to perform work under individual Task Order in the areas of Environmental Remediation, Demolition, Regulatory Services, and Radiological Controls and Safety, the Contractors must obtain consent by the CO before it may be issued the Task Order
- Contractor shall provide rationale and a detailed explanation for proposed change including the equivalency or similarity of the experience and qualifications to the listed major or critical subcontractor(s) and any other information requested by the CO



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Section H – Special Contract Requirements

H.15 Major or Critical Subcontracts – Designation and Consent

- Consent may be provided on a one time basis only; should not be construed as authorizing use on future task orders.
- Contractor shall provide notification to and obtain consent from the DCO after award of an individual Task Order, if Contractor proposes to replace any of the approved major or critical subcontractors
- CO or DCO consent is not be delegated



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Section I – Contract Clauses

- FAR 52.215-19 Notification of Ownership Changes
- FAR 52.216-18 Ordering
- FAR 52.216-19 Order Limitations
- FAR 52.216-22 Indefinite Quantity
- FAR 52.219-14 Limitations on Subcontracting
- FAR 52.222-6 Davis Bacon Act
- FAR 52.222-41 Service Contract Act of 1965, as Amended
- FAR 52.223-3 Hazardous Material Identification and Material Safety Data
- FAR 52.232-25 Prompt Payment
- FAR 52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration
- FAR 52.233-1 Disputes
- FAR 52.245-1 Government Property



Section I – Contract Clauses

- DEAR 952.203-70 Whistleblower Protection for Contractor Employees
- DEAR 952.209-72 Organization Conflicts of Interest
- DEAR 952.223-71 Integration Of Environment, Safety, And Health Into Work Planning And Execution
- DEAR 952.223-77 Conditional Payment of Fee or Profit--Protection of Worker Safety and Health.
- DEAR 952.235-70 Key Personnel. (Applies to Individual TO, if applicable)
- DEAR 952.242-70 Technical Direction
- DEAR 952.250-70 Nuclear Hazards Indemnity Agreement
- DEAR 970.5204-2 Laws, Regulations, and DOE Directives
- DEAR 970.5231-4 Preexisting Conditions – Alternate II



Section I – Contract Clauses

- **Clauses that apply to FFP Task Orders**
 - FAR 52.236-2 Differing Site Conditions
 - 52.243-1 Changes - Fixed-Price. Alt II & Alt IV
 - FAR 52.249-2 Termination for Convenience of the Government (Fixed-Price)
 - FAR 52.249-8 Default (Fixed-Price Supply and Service)



Section I – Contract Clauses

- **Clauses that apply to CR Task Orders**
 - FAR 52.216-7 Allowable Cost and Payment
 - FAR 52.216-10 Incentive Fee
 - FAR 52.232-20 Limitation of Cost
 - FAR 52.232-22 Limitation of Funds
 - FAR 52.243-2 Changes - Cost-Reimbursement Alt I, II and III
 - FAR 52.244-2 Subcontracts- Alt I
 - FAR 52.249-6 Termination (Cost-Reimbursement)
 - FAR 52.249-14 Excusable Delays



Section I – Contract Clauses

FAR 52.216-18 *Ordering*

- Orders may be issued from Effective Date of the contract awards through five years.
- All task orders are subject to the terms and conditions of the basic contracts.
 - Any conflict; contracts shall control.



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Section I – Contract Clauses

FAR 52.216-19 *Order Limitations*

- Minimum order. Government is not obligated to purchase, nor are Contractors obligated to furnish services under the contract less than \$50K
- Maximum order. Contractors are not obligated to honor --
 - Any order for a single item in excess of \$250M
 - Any order for a combination of items in excess of \$400M; or
 - A series of orders from the same ordering office within 30 days that together call for quantities exceeding the maximum limitations
- Contractors shall honor any order exceeding the maximum order limitations unless that order is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (perform services) called for and the reasons.



Section I – Contract Clauses

FAR 52.216-22 *Indefinite Quantity*

- Maximum of value services to be ordered is \$926M; estimate only, no guarantee of purchase.
- Contractors shall furnish, when and if ordered, services specified up to “maximum” quantity
- Government shall order at least the “minimum” quantity
- No limit on the number of orders that may be issued
- Orders shall be completed within the time specified in the Order
- Contractors shall not be required to make any deliveries after five years from the contract’s effective period.



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Section J – List of Documents, Exhibits, and Other Attachments

- Attachment J-1: List Of Applicable Laws And Regulations (List A) & List Of Applicable Doe Directives (List B)
- Attachment J-2: Sample Contractor Human Resource Management Clauses



Potential Future IDIQ Opportunities

- First RTP Issued 12/17/2010 for Moab UMTRA Project
- DOE has no other specific requirements for the IDIQ Contracts at this time
 - EM Small Site Potential Requirements
- DOE Acquisition Forecast regarding future opportunities
 - <http://hqInc.doe.gov/support/SmallBusUtil.nsf/>



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IDIQ Usage

- EM considers the IDIQ contracting vehicles the preferred procurement method, where applicable and appropriate
- Previous IDIQ contract experienced increased usage in last 2 years of ordering period
- DOE is making a concerted effort to make DOE Sites aware of contract vehicles
- Issues that potentially impeded use of previous contracts removed under new vehicles
 - All work consolidated into single CLIN
 - Contractor Human Resource Management Provisions included (important for large site requirements)



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EM Nationwide IDIQ Community Of Practice (COP) Website

- Central location for EM Nationwide IDIQ Program
 - [http://www.emcbc.doe.gov/EM Nationwide IDIQ \(COP\)/index.php](http://www.emcbc.doe.gov/EM%20Nationwide%20IDIQ%20(COP)/index.php)
- Maintained by EMCBC
- Awardees must register to receive updates to the website
- At a minimum, the CoP will include:
 - Policy/User's Guidance
 - EMCBC Points of Contact
 - List of Awardees and Contract Numbers
 - Links to Awardee Websites
 - Copy of Basic Contracts and modifications
 - Copy of Awarded Task Orders and modifications
 - Links to Individual RTP procurement websites
 - Frequently Asked Questions



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QUESTIONS



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- DOE greatly appreciates your interest in the EM Nationwide ID/IQ Program and looks forward to your continued interest in future contracting opportunities with DOE.
 - If you have any further questions, please contact:

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